





## Notices to Consignees.

S. S. "T. A. GIBB" FROM CALCUTTA AND SINGAPORE.  
CONSIGNMENT of cargo by the above-named vessel is requested to send in their Bills of Lading to the Underigned for countersignature, and to take immediate delivery of their Goods.  
Cargo impeding the discharge of the vessel will be landed and stored at Consignees' risk and expense.  
GIBB, LIVINGSTON & Co.  
Hongkong, August 15, 1868.

B. I. S. N. Co.'s S. S. "DAGGA" FROM CALCUTTA AND SINGAPORE.  
CONSIGNMENT of cargo by the above-named vessel is requested to send in their Bills of Lading to the Underigned for countersignature, and to take immediate delivery of their Goods.  
Cargo impeding the discharge of the vessel will be landed and stored at Consignees' risk and expense.  
DAVID SASSON, SONS & Co.  
Hongkong, 14th August, 1868.

BRITISH SHIP "CITY OF QUEBEC" FROM CALCUTTA.  
CONSIGNMENT of cargo by the above-named vessel is requested to send in their Bills of Lading to the Underigned for countersignature, and to take immediate delivery of their Goods.  
Cargo impeding the discharge of the vessel will be landed and stored at Consignees' risk and expense.  
JOHN BURD & Co.  
Hongkong, August 11, 1868.

BRITISH BARQUE "HAYBLOOM" FROM LONDON.  
CONSIGNMENT of cargo by the above-named vessel is requested to send in their Bills of Lading to the Underigned for countersignature, and to take immediate delivery of their Goods.  
Cargo impeding the discharge of the vessel will be landed and stored at Consignees' risk and expense.  
JOHN BURD & Co.  
Hongkong, August 3, 1868.

THE following cases have been landed and stored at the risk and expense of the Consignees, who are requested to take immediate delivery of their Goods.  
Ex "Donna," 7th January, 1868.  
RT 531. 1 Case Paper.  
NO 120/122. 3 Cases Sweetmeats.  
O. BERTRAND, Principal Agent.  
Hongkong, August 3, 1868.

"WEST DERBY" FROM CALCUTTA.  
CONSIGNMENT of cargo by the above-named vessel is requested to send in their Bills of Lading to the Underigned for countersignature, and to take immediate delivery of their Goods.  
Cargo impeding the discharge and for which boats are not alongside within a reasonable time, say twelve working hours, will be landed and stored in Messrs Dent & Co.'s Godown B, at the risk and expense of the Consignees of such Goods.  
HARLEY & Co.  
Hongkong, July 31, 1868.

## Notices of Firms.

NOTICE.  
MR. WILLIAM RUSSELL is authorized to sign our Firm from this date.  
THOS. HUNT & Co.  
Hongkong, August 9, 1868.

NOTICE.  
THE Interest and Responsibility of Mr. FRANCIS PARRY and Mr. THOMAS SMITH in our Firm ceased on 31st December, 1867, from which date the Partners are Mr. CHARLES WILSON MURRAY, Mr. ARTHUR SMITH and Mr. THOMAS PYLE.  
HARLEY & Co.  
Hongkong, June 10, 1868.

NOTICE.  
WE have authorized Mr. CLAUDE BUDDS to sign our Firm from this date.  
DRYER & Co.  
Hongkong, January 1, 1868.

NOTICE.  
MR. J. MURRAY FORBES is authorized to sign our name at Canton from this date.  
RUSSELL & Co.  
China, February 15, 1868.

NOTICE.  
MR. HENRY LIGNON DALRYMPLE is authorized to sign our Firm from this date.  
HARLEY & Co.  
Hongkong, June 8, 1868.

NOTICE.  
MY Business, as Ship and Insurance Broker, Commission Agent, &c. hitherto carried on by myself, will henceforward be conducted under the style or Firm of J. S. HOOS, SON & Co.  
J. S. HOOS.  
Hongkong, September 23, 1867.

NOTICE.  
MR. R. A. H. TOLLUS-GLUZENKAMP, being from this date interested in our Firm, will retain the same per procuration.  
REYNOLDS BROTHERS & Co.  
Hongkong, June 1, 1868.

NOTICE.  
I HAVE established myself at this port as General Commission Merchant, under the style and Firm of GIFFORD F. PARKER & Co.  
GIFFORD FORBES PARKER.  
Saigon, December 20, 1867.

NOTICE.  
MR. FREDERICK NISSEN and Mr. HENRI HOPPERT have been authorized to sign our Firm here and in China from this date.  
SIEMSEN & Co.  
Hongkong, May 12, 1868.

NOTICE.  
THE Interest and Responsibility of Mr. FREDERICK NISSEN in our Firm ceased on the 30th April last.  
The Business will in future be conducted under the style and Firm of ROBERTSON & Co.  
in which Mr. PETER GABAIN has been admitted a Partner.  
NISSEN & ROBERTSON.  
Singapore, May 9, 1868.

## Notices of Firms.

NOTICE.  
I HAVE this day established myself as a PUBLIC ACCOUNTANT, AVERAGE ADJUSTER and GENERAL COMMISSION AGENT.  
C. LANGDON DAVIES,  
2 Club Chambers,  
Hongkong, July 1, 1868.

NOTICE.  
FROM and after this date Mr. GEORGE F. BOWMAN will act as AGENT of the Pacific Mail Steamship Company at this Port.  
S. L. PHELPS, Agent.  
Hongkong, August 15, 1867.

NOTICE.  
MR. RYLE HOLME has been admitted a partner in our Firm.  
GLOVER & Co.  
Nagasaki, January 1, 1867.

NOTICE.  
THE connection of the Underigned with the Firm of Messrs THOS. HUNT & Co. ceases from this date.  
J. M. ARMSTRONG.  
Hongkong, May 1, 1868.

NOTICE.  
THE Interest and Responsibility of Mr. L. EDWARD HAZTON in our Firm ceased on the 30th June last, and Mr. JAMES PANDER DUNNAN was admitted a Partner on the 1st July.  
GIBB, LIVINGSTON & Co.  
Hongkong, January 11, 1868.

## For Sale.

FOR SALE.  
300 Tons best Picked Kueilung COAL. Just arrived per "Star."  
Apply to REYNOLDS BROTHERS & Co.  
Hongkong, August 3, 1868.

PER MAIL, Aug. 13.  
WHITE and Colored Kid GLOVES, Ladies' Gentlemen's and Children's HATS.  
LACE JACKETS, MANTLES, FICHUS, &c., &c.  
Dress MATERIALS of all kinds.  
FURNITURE, DAMASKS, REPS, FRINGES, TRIMMING, &c., &c.  
Table COVERS, BOOTS, &c. Toys, CROQUET GAMES, &c.  
MISS GARETT, Millinery and Drapery Establishment, Queen's Road.  
Hongkong, August 13, 1868.

FOR SALE.  
AT the Hongkong Hotel, an English BILLIARD TABLE, complete, in first class order.  
Apply to the MANAGER.  
Hongkong, August 13, 1868.

FOR SALE.  
MANILA HARD WOOD, Consisting of: MOLAYES, BANABAS, ARANGAS, And other descriptions.  
Apply to LANDSTEIN & Co.  
Hongkong, August 11, 1868.

FOR SALE, AT THE CHINA SUGAR REFINERY, EAST POINT.  
QUART of the Finest Crystals, equal if not superior to the English Leaf, ranging from Nos. 1 to 6.  
Also GOLDEN SYRUP, double refined, in quantities to suit purchasers.  
W. WAHER & Co.  
CHINA SUGAR REFINERY, East Point, 5th August, 1868.

JUST RECEIVED.  
Ex "Great Republic."  
ANDERSON'S Solace TOBACCO.  
Ex "Mail Steamer."  
Amber MOUTHERS.  
Cherrywood STEMS.  
CIGAR HOLDERS.  
Ex "Solace."  
Superior Cavite CIGARS.  
BIELEFELD & ZACHARIE.  
Hongkong, August 4, 1868.

FOR SALE.  
DUFF GORDON & Co.'s PALE SHERRY, of Superior quality, in 1 dozen cases.  
RAY & Co.  
Hongkong, August 5, 1868.

FOR SALE.  
THE Public House called the CITY OF ROTTERDAM, No. 140, with Stock-in-Trade, Furniture, and everything belonging to it.  
For full particulars, apply on the premises.  
Hongkong, August 3, 1868.

## New Advertisements.

STEAM TO SHANGHAI.  
THE P. & O. Co.'s Steamship "OTTAWA" will leave for the above place at Noon on Friday, the 21st instant.  
W. MACAULAY, Superintendent.  
Hongkong, August 17, 1868.

COOK WANTED.  
WANTED the Hongkong Hotel, a first class FRENCH COOK, one accustomed to get up large dinners. None but a thoroughly efficient man need apply. To applicants to be sent in to the Office on or before the 22nd instant.  
Hongkong, August 17, 1868.

S. S. "SUNDA" FROM BOMBAY.  
CONSIGNMENT of Cargo by the above-named vessel is requested to send in their Bills of Lading for countersignature, and to take immediate delivery of their Goods.  
Cargo impeding the discharge of the vessel will be landed and stored at Consignees' risk and expense.  
W. MACAULAY, Superintendent.  
P. & O. S. N. Co.'s Office, Hongkong, August 17, 1868.

MR. W. SALWAY ARCHITECT, &c., Hongkong Hotel.

## New Advertisements.

L. FRICKEL & Co., SHIP-CHANDLERS, SALTMAKERS, GENERAL STOREKEEPERS, AND COMMISSION AGENTS, Queen's Road, HONGKONG.

ALLGEMEINE VERSICHERUNGSGESELLSCHAFT FÜR SEE-FLOSS-UND LAND-TRANSPORT IN DRESDEN.

THE Underigned having been appointed Agents of the above Insurance Company are prepared to grant Policies against Marine Risks.  
WM. PUSTAU & Co., Hongkong, July 21, 1868.

NOTICE.  
HONGKONG & WHAMPOA DOCK COMPANY, LIMITED.  
THE Transfer Books of the Company will be closed from the 6th to the 26th day of August, both days inclusive.  
By Order of the Directors, JOHN S. LAPRAIK, Secretary.  
Hongkong, August 5, 1868.

NOTICE TO SUBSCRIBERS.  
MESSRS FLOYD & Co. beg most respectfully to inform their subscribers, that the series of Views of Hongkong, &c., &c., published by them, will be ready for selection on Saturday next.  
In consequence of the great demand for these magnificent views, orders will be executed in order as subscribed.  
In sets of 50, ..... \$25.  
" " 25, ..... 15.  
Hongkong, July 22, 1868.

HONGKONG, CANTON & MACAO STEAM-BOAT COMPANY, LIMITED.

NOTICE.  
THE Dividend at the rate of \$4.50 per share, declared at the Ordinary Half-yearly MEETING of the Shareholders on the 11th instant, will be paid at the office of the General Agents on and after Thursday, the 16th instant.  
By Order of the Board of Directors, AUGUSTINE HEARD & Co. General Agents.  
Hongkong, July 14, 1868.

NOTICE.  
HONGKONG & WHAMPOA DOCK COMPANY, LIMITED.  
THE Ordinary Yearly Meeting of the Shareholders in the above Company will be held in the Club Chambers at 3 P.M. on TUESDAY, the 26th day of August, (when a statement of Accounts and the Report of the Directors will be laid before the Meeting) for the purpose of electing Directors in the place of those who retire in accordance with the provision of the Articles of Association, and the election of Auditors.  
By Order of the Directors, JOHN S. LAPRAIK, Secretary.  
Hongkong, August 5, 1868.

PHOTOGRAPHIC VIEWS OF HONG KONG, &c., &c.  
MESSRS FLOYD & Co. are now publishing a series of Views of Hongkong, Macao, Canton, Amoy, Swatow and Foochow, in two parts. These Photographs are produced by new Optical Instruments, by the best Opticians of the day, and include an angle of 100 degrees, or three times the amount of subject of the ordinary lenses now in use in the East, hence the unnecessary joining to make a complete picture. We intend to reduce the price to about 50 per cent. (to Subscribers only) from our usual selling prices.  
Gentlemen wishing to subscribe will please call at our Establishment, where the Photographs can be inspected and further particulars ascertained.  
Hongkong, 21st May, 1868.

NOTICE.  
THE Underigned have been appointed Agents at Hongkong, Canton and Macao for the UNION OF HAMBURG UNDERWRITERS, and beg to draw attention to \$55-68 and \$137-141 of the "Allgemeine See Versicherungs Bedingungen von 1847," according to which all documents to substantiate claims against the Union of Hamburg Underwriters must be certified by the Agents, or they will not be recognized.  
SIEMSEN & Co.  
Hongkong, June 16, 1868.

NOTICE.  
HOBSON & Co., PUBLIC AUCTIONEERS, SHIPPING AND GENERAL BROKERS, KORE, HIOGO, JAPAN.

REALE & BOLLZ, General & Commission Agents, NAGASAKI.

GEORGE GLASSE, (FIVE YEARS MANAGER OF) KINGSFORD & Co., PICCADILLY LONDON, AND 28, PLACE VENDOME, PARIS) ENGLISH AND FOREIGN CHEMIST, VICTORIA DISPENSARY, HONGKONG. SHIPS' MEDICINE CHESTS SUPPLIED & REFITTED.  
Hongkong, May 1, 1867.

ORIENTAL BOWLING ALLEY, AND BILLIARD SALOONS, Entrance—Wellington Street. DAVID BROWNE, (LATE MANAGER OF THE ALBION HOTEL,) BEGS to inform his Friends and the Public that he has opened the above Bar and Bowling Alley and Billiard Saloons, and trusts by strict attention to Business, and the comfort of visitors, to merit a share of their patronage.  
Lord Fancy Drinks of every Description.  
Hongkong, April 11, 1868.

## New Advertisements.

MR GLASSE begs to inform his Patrons and the Public that he has just ERECTED a new American SODA WATER FOUNTAIN in anticipation of the hot Season just at hand. TONIC DRINKS and beverages ICE COLD and flavoured with all the various Fruit Syrups of the purest kind can at any moment be had at THE VICTORIA DISPENSARY.  
Hongkong, April 16, 1868.

J. R. WHITE & Co., AUCTIONEERS & COMMISSION AGENTS, No. 93, Praya Grande, MACAO, Macao, July 21, 1868.

C. L. VOLKMAN, Private Boarding Establishment, 29, HOLLYWOOD ROAD, HONGKONG, Hongkong, January 7, 1868.

PATERSON & HANDLEY, House and Ship Plumbers, Copper and Zinc Workers, and Gas Fitters, 16, Queen's Road West, and Acheong's Yard, Praya West. Hongkong, November 4, 1867.

BROWN, JONES & Co., UNDERTAKERS, MONUMENTS and HEAD-STONES ERECTED, in the Best Style. LEAD and METALLIC COFFINS, on the Shortest Notice.  
Apply at Hollywood Road, Corner of Aberdeen St.

SAYLE & Co., VICTORIA EXCHANGE, INVITE inspection of their New and well assorted summer Stock of Black and Blue Broad CLOTHS. Naval and Military CLOTHS. Light Mixt and Fancy TWEEDS. Self and Fancy Colored FLANNELS. Plain and Fancy DRILLS, DUCKS, &c. Quilting and Marseilles VESTINGS. The Tailoring Department under the management of first class English Outfitters. TIES and SCARFS in great variety. The New Shapes in Gentlemen's COLLARS. Long Cloth, Silk and Wool SHIRTS. PAJAMAS. Gauze, Merino and Silk UNDERVESTS. HOSIERY of all kinds. Gentlemen's Straw and Felt HATS in various Shapes. Household LINENS of every description. A large Stock of French Printed MUSLINS of the Latest Patterns. French Printed CAMBRICS. Black GLACES, Plain and Fancy SILK GAZES. Grounds and other New Fabrics Embroidered, Printed and Made-up SKIRTS. ORNOLINES, Muslin EMBROIDERIES and LACES of all descriptions. Ladies' Trimmed HATS and BONNETS. FLOWERS, FEATHERS, &c. Ladies' and Children's UNDERCLOTHING. Ladies' Cotton and Lisle HOSIERY. Lisle and Silk GLOVES, &c. Lace and Muslin CURTAINS.  
Hongkong, April 27, 1868.

LATEST SHIPPING.

ARRIVALS.  
Aug. 17, Sunda, British steamer, 1862, Soames, Bombay, Galle and Singapore, July 28, Aug. 2 and 11, 400 chests Opium, and Cotton. — P. & O. New Fabrics Embroidered, Printed and Made-up SKIRTS. ORNOLINES, Muslin EMBROIDERIES and LACES of all descriptions. Ladies' Trimmed HATS and BONNETS. FLOWERS, FEATHERS, &c. Ladies' and Children's UNDERCLOTHING. Ladies' Cotton and Lisle HOSIERY. Lisle and Silk GLOVES, &c. Lace and Muslin CURTAINS.  
Hongkong, April 27, 1868.

DEPARTURES.  
Aug. 17, China, for Shanghai. CLEARED.  
Friedrich Wilhelm, for Tientsin. Billa Gladstone, for Melbourne. Caledonia, for Shanghai. Hop Song, for Shanghai. Grimes, for Canton. Amoy, for Canton.

SHIPPING REPORTS.  
The British steamer Sunda, from Bombay, reports bad cloudy weather, squalls, and rain as far as Shanghai; from thence had calm and light E. wind until 16th instant, then had steady E. wind until arrival in port, on 17th August. In lat. 23° 4' N., long. 117° 30' E. spoke the American ship Golden State, bound North.

The Dutch barque Orust, from Cardiff, reports, crossed the Equator on 31st May in long. 27° W.; passed the Meridian of the Cape of Good Hope on 20th June in lat. 35° S. Made Christmas Island on 20th July; made Java had on 30th July. Up China Sea the first part of passage fine weather and wind from S.W. to E. until Macao; then had calm for 2 days until arrival. 104 days out. The Orust had very bad weather off Cape of Good Hope, in which lost one man overboard.

WHAMPOA SHIPPING.

ARRIVAL.  
Aug. 13, China, from Shanghai, General.  
DEPARTURES.  
Aug. 13, Imperials, for Hongkong.  
14, Mary, for Buenos Ayres, Matting.  
16, China, for Coast Ports, General.

## POST-OFFICE NOTIFICATIONS.

MAO will close.  
For SAN FRANCISCO.—  
Per "RICHARD S. ELY," on Tuesday, the 18th instant, at 4 P.M.  
Supplementary Mails for Singapore, Penang and Calcutta per "LIGHTNING" will be closed at 11 A.M. To-morrow the 18th instant.  
For SHANGHAI.—  
Per "OTTAWA," on Friday, the 21st instant, at 11 A.M.

UNDER DESPATCH.  
For San Francisco.—Per Richard S. Ely, on Tuesday, the 18th instant.  
For Shanghai.—Per Ottawa, on Friday, the 21st instant, at Noon.

MEMO. OF CARGOES.  
Per Great Republic, sailed Aug. 15, 1868.

To Yokohama.—  
340 bales Cotton Yarn.  
217 bales Tea.  
45 packages Merchandise:  
2 cases Cigars.  
11 cases Clothing.  
5802 bags Sugar.  
1 package Metals.  
1 package Silks.  
203 packages Hides.  
400 boxes Soap.  
150 pieces Split Rattans and Twine.  
11 packages Paper.  
6 cases Wine.  
4 packages Chinaware.  
10 coils Corluge.  
10 packages Medicines.  
2 bags Guano.  
14 Chairs and Couches.  
1 package Tea.  
1 package Silks.  
4 packages Chinaware.

6554 packages, and Treasure \$200,000.  
To Higo.—  
67 packages Merchandise:  
988 bags Sugar.  
78 boxes Opium.  
70 packages Merchandise:  
1 package Cigars.  
389 bags Black Pepper.  
6 packages Fungus.  
10 packages Sugar Candy.  
470 bags Peas and Beans.  
789 packages Tea.  
1000 bags Rice.  
5 packages Hardware.  
19 packages Silk Piece Goods.  
250 bags Coffee.  
197 bags Sago and Tapioca.  
20 packages Cloves.  
25 packages Maca.  
15 packages Nutmegs.  
200 rolls Matting.  
8 packages Chinaware.  
1082 packages Sundries.

5573 packages.  
To Panama.—  
116 half chests Tea.  
9 cases Merchandise.  
1 box Silks.

126 packages.  
To Calcutta.—  
6 packages Tea.  
4,538 packages Tea.  
94 packages Silks and Raw Silk.

4629 packages.  
(From the Canton Customs' Daily Returns).  
Per Sook Hong, cleared for Chefoo.—  
120 cases Paper.  
130 cases Tobacco.  
14 packages Sundries.  
Per Joseph Hambro, cleared for Coast Ports.—  
213 cases Paper.  
470 bags Brown Sugar.  
605 cases Sugar Candy.  
371 cases Tobacco.  
77 bales Beet Nut.  
42 cases Brown Ware.  
100 cases Lichens.  
109 packages Sundries.  
Additional per Mary, cleared for Buenos Ayres.—  
1,250 rolls Matting.  
85 packages Rope. Re-export.  
1,370 bags Tea.  
Per China, cleared for Coast Ports.—  
2,253 bags Brown Sugar.  
220 bags White Sugar.  
65 bales Beet Nut.  
30 packages Yellow Lead.  
33 packages Medicine.  
50 tubs Sugar Candy.  
100 packages Sundries.

Per steamer Sunda, from Bombay.—  
23 chests Malva (p.m. for Shanghai).  
1661 bales Cotton. "H'kong.  
100 bales Twist.

## QUOTATIONS.

HONGKONG, 17th August, 1868.  
OPIMUM.—Patna, New, ... \$560  
Old, ...  
Benares, New, ... 617½ a 620  
Malwa, ... 600  
COTTON.—BOMBAI, ... 17 a 20½  
CALCUTTA, ... 16 a 19

Exchange.  
Bank, 6 months' sight, ... 4/6  
Credits, 6 ... 4/6  
On Calcutta, 3 days' sight, Rs. 22½  
" Bombay, 3 days' sight, Rs. 22½  
" Shanghai, 3 days' sight, Rs. 72½  
Bar Silver, 17 dwts. 6, ... 89  
Suez, ...  
Mexican, ...  
Gold Leaf, ... 25.50 a 26.00  
Gold Bar, 98 touch, ... 23.10 a 23.20  
English Sovereigns, ... 4.62  
Australian Sovereigns, ... 4.60  
Discount, ... 9 a 12  
H. & W. pea dock, Old, par.  
Do, New, 2 dis.  
H. & S. Bank Shares, Old, 28-27 per a. pm.  
Do, New, 5 p. p. pm.  
Union Dock Shares, 18 dis.

Temperature.  
HONGKONG, 17th August, 1868.  
Barometer, ... 29.742 29.690  
Attached Thermometer, 85 88  
Dry Bulb, ... 85.0 88.0  
Wet Bulb, ... 80.0 80.5  
Maximum S. Rgr., ... 91.0  
Minimum S. Rgr., ... 80.5  
Max. Sun's Rays, ... 141  
Minimum on Grass, ... 76.0  
Previous Rain on Grass, 0.00  
24 hours, ... 0.00  
Wind, ... S.E. E.  
Force, ... 5 4  
Cloud, ... 4 3  
Ozone, ... 4 3  
Weather, ... Fine. Fine.

## TO CORRESPONDENTS.

Our columns are open to all who wish to address the public on legitimate grounds, but we do not hold ourselves responsible for the opinions of our correspondents.

All communications addressed to this paper must be accompanied by the name of the sender, not necessarily for publication, but as a guarantee of good faith.

NOTICE.—It is particularly requested that all communications relating to the general business of this paper be addressed to the Proprietor and in no case to individuals by name. Much delay and inconvenience in the transaction of business will thereby be avoided.

## THE CHINA MAIL.

HONGKONG, MONDAY, AUGUST 17, 1868.

LANDSTEIN v. CARLOWITZ.  
THE verdict in *Landstein v. Carlowitz* seems to suggest the extraordinary proposition that a contract which has been completed, may be successfully revived in a Court of Law for the purpose of annulment. The facts were shortly these: Defendants contracted to sell to plaintiffs on arrival 30 bales of Grey Shirtings, according to sample and quality, to be delivered within one month, and to be paid for on delivery. On the 5th, plaintiffs were notified of the arrival of the goods, and were invited to make inspection thereof. This was done in their behalf by an expert, Mr. M. Moss, who rejected six bales, and the rest were placed in defendants' godown. On the 11th July, when the month for delivery expired, plaintiffs sent a cheque for \$3,669.15 in payment for the goods, and received a delivery order for them. On the 13th, plaintiffs demanded liberty to make another inspection. This was declined by defendants, as the goods had now become plaintiffs', but ultimately they were permitted to open and examine the bales, of which eleven were found to be affected with mildew. Plaintiffs refused to take these, but offered to accept the sound ones. Defendants insisted on their taking the whole, as they had previously inspected the bales and rejected a portion. Defendants alleged a "custom of the trade" which permitted a second inspection of the goods, even after payment of the whole of the money under the contract, and upon this supposed "custom" grounded their action for restitution of the entire sum they had paid. And the jury found in their favour, although the evidence on both sides clearly proved that such a "custom" was unknown in Hongkong.

Mr. Zimmerman, called by plaintiffs, deposed—  
He had large experience in cotton goods, and was in the habit of selling to arrive. He had had a case in which an inspection on arrival was made, and a subsequent inspection made on expiry of contract time, when damage was found to exist; part of the price was remitted by arrangement.  
By Mr. Haylar: Never knew of a case in which a second inspection was demanded after the contract time was expired, and the goods had been paid for.  
Mr. Duncanson, also called by the plaintiff to prove the "custom," deposed on cross-examination by Mr. Haylar, that—  
He had never heard of a case in which a proper inspection having been made on arrival, another was made on expiry of contract, and when the money had been paid.  
—The use of the word "proper" opens another question, but it is plain that plaintiffs' witnesses knew nothing of the alleged "custom." Indeed, Mr. Zimmerman states that, in the instance in which he knew a second inspection had taken place, a "compromise" had been effected. The witnesses for the defence are equally ignorant of the alleged "custom." None of the plaintiffs were called to depose to its existence, but Mr. Elmboke, one of the defendants, deposed that

He had many similar contracts with defendants, who had never had a second inspection before.

Mr. Benecke deposed that he was present at the first inspection with Mr. Moss. Some suspicious bales were laid aside, as being "suspicious." Every bale was cut open; the inspection lasted two hours.

Mr. Rowett deposed—  
He had seen many contracts like the one now in question. Had never known a second inspection to have been made, or ever known one to have been demanded.

Mr. Pollard: Although you undertook to deliver bales not mildewed, and had been paid for them on the 11th of a month, and on the 13th or 14th it was found that half the goods were mildewed, what would you do?

Mr. Rowett: As a matter of strict right in such a case as this I should keep the money, for the transaction is at an end, and there is no custom here to the contrary.

The witness here was speaking of his legal right; the "mercantile honour" and "commercial integrity" part of the question, so loudly insisted on by Mr. Pollard, must be satisfied by Mr. Zimmerman's mode of proceeding—a compromise. The last witness called was Mr. J. H. Cheverton, who swore that he had never heard of a custom giving a right to a second inspection. The Chief Justice is reported in his charge to the jury to have said that "no custom had been proved either way." Exactly so; it was the non-existence of the alleged "custom" that had been proved, and upon this ground the defendants were, as we think, entitled to a verdict.

But then comes the question, had there been what might in law be deemed a sufficient inspection and acceptance of the goods by the plaintiffs? Now, one principle of law, as applied to all mercantile contracts is, that they shall be construed conformably to the usage and custom of merchants. It has been shown that no such "custom" as alleged by

plaintiffs, exists here. And again, previous and concomitant actions of parties, or other circumstances attending a transaction, may be called in to explain the nature of dealings between parties where otherwise an ambiguity hangs over them. The "ambiguity" in this case was, what was plaintiffs' intent in their first inspection? Was it meant to final, or casual and superficial? Were their acts? for it is from the jury must (or should) draw their inference. All the bales were cut open, they were carefully examined by plaintiffs' agent, calculated for his experience, as he rejected six bales only. This inspection was not supplemented by any other during the delivery month, and so satisfied were the plaintiffs with its result that they sent a cheque for the amount due for the goods immediately on the month's expiry. Whatever doubt, the fore, might have existed as to the fact of acceptance, at the first inspection there can be no doubt that the acceptance by plaintiffs was complete when they sent their money and received a delivery order for the goods. That was their position in law, and before the jury, who, however strangely following a direction at variance with the evidence given, found the plaintiffs, and thus reversed the good old rule of law that where a party pays money to another voluntarily, with knowledge, or full means of knowledge (as plaintiffs had) of the facts of a case the party's paying cannot recover back again. The verdict adds another to the curious list that have been given by juries in Hongkong, and we do expect it will be the last.

THE ELLISEE.  
It is to be hoped that the weather tomorrow will be propitious for the devious of observing the phenomenon attendant upon the forthcoming eclipse—an event which in the peculiar circumstances attending it is, as we have already said, without parallel in world's recorded history. The eclipse will, we believe, be visible in Hongkong between 11h. 47m. and 11h. 48m. A to-morrow, and will last about the minutes and thirty-second seconds—scarcely long at all events to allow of being thoroughly noted by interested servers. Owing to Hongkong being far north of the line upon which totality will be manifest, we shall see a partial obscuration. But even so will be interesting.

LORD STANLEY AND THE COOLIE TRADE.

LORD STANLEY, in the *Times* of June corrects an error in the report of remarks, in reply to Mr. Forster, on coolie trade. He says—

"In answer to Mr. Forster I am content as having said that the ablest attendant on coolie emigration from Malwa is 'grave and irremediable.' What was that, what was that grave?"

We have already expressed our surprise that the word "irremediable" should have been used by Lord Stanley in reference to the coolie trade, and are glad to find that the expression was wrongly attributed to him. That he is not insensible to the question, it may therefore be assumed that the libel actions against the *China Mail*, in which H. M.'s Attorney General of Hongkong play an important part, will not escape attention. And we fully expect the local functionary to whom we have referred will wake some morning find himself famous, through this business. Some "paddy" M. P. of Forster's class will be asking what was a law officer of the Crown can offer committing himself in his official capacity to the course he has adopted.

TENURE OF MACAO BY THE PORTUGUESE.

A CORRESPONDENT has lent us the volume of the *Chinese Repository* (1833), in which is







## For Sale.

**LONDON AND PROVINCIAL MARINE INSURANCE COMPANY.**  
Agents at Hongkong,—  
Messrs. AUGUSTINE HEARD & Co.  
NOTICE is hereby given that the half-yearly interest at the rate of 10 per cent per annum will be payable to the Shareholders at the London and County Bank, Lombard Street, London, on and after the 8th July 1868.  
**JAS. LE GEYTT DANIELL,**  
Secretary.  
London, June 19, 1868. aug30

**JOHAN MARINE INSURANCE COMPANY.**  
LONDON.  
Incorporated 1859.  
CAPITAL, £1,000,000.  
THE Undersigned having been appointed Agents for the above Company are prepared to accept Marine risks and issue Policies at current rates.  
**AUGUSTINE HEARD & Co.,**  
Hongkong, June 6, 1867.

**LONDON AND PROVINCIAL MARINE INSURANCE COMPANY.**  
THE Undersigned having been appointed Agents in Hongkong for the above Company, are prepared to grant Marine Risks at current rates.  
**AUGUSTINE HEARD & Co.,**  
Hongkong, March 6, 1868.

**ALBERT LIFE ASSURANCE COMPANY.**  
ESTABLISHED 1838.  
CAPITAL, £300,000.  
Managing Agents in China, — Messrs. AUGUSTINE HEARD & Co., Hongkong, Medical Referees, — J. LYON MORRAY, Esq., M.D.  
THE Undersigned having been appointed Managing Agents for the above Company are prepared to accept risks and issue Policies on Life Assurances.  
For further particulars, forms of proposals, &c., apply to  
**AUGUSTINE HEARD & Co.,**  
Managing Agents in China.  
Hongkong, June, 1867.

**JAVA SEA AND FIRE INSURANCE COMPANY.**  
THE Undersigned having been appointed Agents at Hongkong and Canton for the above Company are prepared to grant Policies against *Sea Risks* at current rates.  
**ARNHOLD KARBERG & Co.**  
Hongkong, July 27, 1868. 27Jen-69

**LANCASHIRE INSURANCE COMPANY.**  
(FIRE AND LIFE.)  
CAPITAL, — TWO MILLIONS STERLING.  
THE Undersigned are prepared to grant Policies against the Risk of FIRE on Buildings or on Goods stored therein, on Coals in Marts, on Goods on board Vessels and on Hulls of Vessels in Harbour, at the usual Terms and Conditions.  
Proposals for Life Assurances will be received, and transmitted to the Directors for their decision.  
If required, protection will be granted on the class Lives up to £1000 on a single Life.  
For Rates of Premiums, forms of proposals or any other information apply to  
**ARNHOLD KARBERG & Co.**  
Agents Hongkong & Canton.  
Hongkong, January 4, 1867.

**LANCASHIRE INSURANCE COMPANY.**  
NOTICE.  
FROM and after this date the following Rates will be charged on short period Insurances, viz:—  
Not exceeding 1 month, 1/4 of the Annual Rate.  
Above 1 month and not exceeding three months, 1/2 " " "  
Above 3 months and not exceeding six months, 3/4 " " "  
Above 6 months, The full Annual Rate.  
**ARNHOLD, KARBERG & Co.,**  
Agents, Lanchashire Insurance Company.  
Hongkong, April 14, 1868.

**IMPERIAL FIRE INSURANCE COMPANY.**  
THE Undersigned having been appointed Agents for the above Company at this Port, are prepared to grant Policies against Fire to the extent of \$30,000 on Buildings, or on Goods stored therein.  
**GIBB, LIVINGSTON & Co.**  
Hongkong, August 24, 1864. if

**NOTICE.**  
**IMPERIAL FIRE OFFICE.**  
FROM and after this date the following Rates will be charged for Short Period Insurances, viz:—  
Not exceeding 1 month, 1/4 of the annual rate  
Above 1 month and not exceeding 3 months, 1/2 do.  
Above 3 months and not exceeding 6 months, 3/4 do.  
Above 6 months, the full annual rate.  
**GIBB, LIVINGSTON & Co.,**  
Agents, Imperial Fire Insurance Company.  
Hongkong, 4 April 7, 1868.

**IMPERIAL FIRE INSURANCE COMPANY.**  
REDUCTION IN THE RATES OF PREMIUM.  
UNTIL further notice the following Annual Rates will be charged for Fire Insurance, viz:—  
Dwelling and Semi-detached Dwelling Houses removed from the Town, and their Contents, 1/2 per cent.  
Other Dwelling Houses used strictly as such, and their Contents, 3/4 per cent.  
Godowns, Office, Shops, &c. and their Contents, 1 per cent.  
**GIBB, LIVINGSTON & Co.,**  
Agents, Imperial Fire Insurance Company.  
Hongkong, March 6, 1865.

**BOMBAY INSURANCE COMPANY AND FORBES & CO.'S CONSTITUTED INSURANCE COMPANY.**  
THE Undersigned having been appointed Agents for the above Companies are prepared to accept Risks in the usual terms.  
**GIBB, LIVINGSTON & Co.**  
Hongkong, February 23, 1868.







**C** **H**

*Exclusive of To-day's Arrivals, Departures, and Clearances.*

the same to the Undersigned.  
A. McLEOD,  
Honorary Secretary V.R.  
Hongkong, August 17, 1868.